IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

Suit No.2269 of 1985

Publicity Printers .. Plaintiffs

V/s

Chedda Photo Offset ... Defendant

Ms Madhvi Ravuri for Plaintiffs

CORAM:S.R.SATHE,J.

DATED:1st Dec. 2005

ORAL JUDGMETN> :-

1. The plaintiff has filed this suit against the defendants for recovery of amount of Rs.55,453/- and future interest on Rs.34,983/- at the rate of 18% p.a. from the date of the suit till realisation of the amount.

2. Plaintiff's case in brief is that the plaintiff is a registered partnership firm carrying on printing business. The defendant entrusted printing jobs on materials supplied by the defendants to the plaintiff. Accordingly plaintiffs after completing the jobs forwarded following Invoices to the defendants.

Bill No.	Date	Amount
2486	22-2-1982	12,198-00
2496	27-2-1982	1,600-00
2487	22-2-1982	1,575-00
2500	6-3-1982	770-00
2517	11-3-1982	18,120-00
		34,983-00

3. Plaintiff by issuing letter dated 30-4-1982 called upon the defendants to pay the amount of Rs.34,983/- towards the above mentioned bills. In spite of receipt of the letter defendants did not clear the dues. Hence plaintiff issued notice through Advocate to the defendant on 22-10-1984 and called upon the defendant to pay the dues immediately and informed that if the amount is not paid, interest at the rate of 21% p.a. will be charged. Even after receipt of notice defendant neither paid the amount nor replied the notice. Hence the plaintiff filed the present suit.

4. Unconditional leave was granted to the defendants to defend the suit and was directed to file written statement within 8 weeks. In spite of the same the defendants did not file written statement and suit proceeded without written statement. Plaintiff was

directed to file affidavit of evidence compilation of documents. Accordingly, Mr. Pyarali Hirjee Hamid, partner of the plaintiff firm filed his affidavit and stated that as per order placed by the defendants plaintiffs carried out printing job and sent the invoices to the defendants. He has produced the said original bills. From the perusal of the same it is clear that the amount of Rs.34,983/- was due from the defendants to plaintiff. Plaintiff's witness has stated that in spite of repeated demands by the plaintiff defendants did not pay the amount and hence notice was issued through Advocate. All this evidence of the plaintiff has gone totally unchallenged. There is no reason to disbelieve the same. In fact, the averments in the plaint have gone unchallenged inasmuch as the defendants have not filed their written statement. So, same shall be deemed to have been admitted by the defendants. Thus the plaintiff has proved that the suit claim is correct.

5. The defendants to pay the plaintiff Rs.34,983 and interest on the said amount at the rate of 12% p.a. from 22-10-1984 (date of notice) to the defendants till the date of decree and future interest at the rate of 6% p.a. from the date of decree till realisation of the amount.

. The defendants to pay plaintiff the proportionate

cost of this suit and bear their own.

(S.R.SATHE,J)